

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
WICHITA FALLS DIVISION

IN RE:

HIGH PLAINS RADIO NETWORK,
LLC,

DEBTOR.

§
§
§
§
§

CASE NO. 24-70089-swe11V

HEARING SET:
MAY 28, 2024 AT 1:30 p.m.

**MOTION TO EMPLOY WEYKER, KAPLAN, PULASKI & ZUBER, P.C.
AS ATTORNEYS FOR THE DEBTOR**

NO HEARING WILL BE CONDUCTED HEREON UNLESS A WRITTEN RESPONSE IS FILED WITH THE CLERK OF THE UNITED STATES BANKRUPTCY COURT AT EARLE CABELL FEDERAL BUILDING, 1100 COMMERCE ST., RM. 1254, DALLAS, TX 75242-1496. BEFORE CLOSE OF BUSINESS ON MAY 16, 2024, WHICH IS AT LEAST 21 DAYS FROM THE DATE OF SERVICE HEREOF.

ANY RESPONSE SHALL BE IN WRITING AND FILED WITH THE CLERK, AND A COPY SHALL BE SERVED UPON COUNSEL FOR THE MOVING PARTY PRIOR TO THE DATE AND TIME SET FORTH HEREIN. IF A RESPONSE IS FILED A HEARING MAY BE HELD WITH NOTICE ONLY TO THE OBJECTING PARTY.

IF NO HEARING ON SUCH NOTICE OR MOTION IS TIMELY REQUESTED, THE RELIEF REQUESTED SHALL BE DEEMED TO BE UNOPPOSED, AND THE COURT MAY ENTER AN ORDER GRANTING THE RELIEF SOUGHT OR THE NOTICED ACTION MAY BE TAKEN.

TO THE HONORABLE SCOTT W. EVERETT, U.S. BANKRUPTCY JUDGE:

HIGH PLAINS RADIO NETWORK, LLC, debtor and debtor in possession (“HPRN” or the “Debtor”), files this *Motion to Employ Weycer, Kaplan, Pulaski & Zuber, P.C. as Attorneys for the Debtor* (the “Motion to Employ WKPZ”) seeking entry of an order authorizing the employment of Weycer, Kaplan, Pulaski, & Zuber, P.C. (“WKPZ”) as the attorneys for the Debtor in this Chapter 11 reorganization case nunc pro tunc to March 26, 2024 (the “Petition Date”). In support of this Motion to Employ WKPZ, the Debtor submits the *Declaration of Jeff*

Carruth, an attorney at WKPZ (the “Carruth Declaration”), attached hereto as **Exhibit HXXX** and incorporated herein by reference.

I. Jurisdiction and Venue

1. This Court has jurisdiction to consider this Motion to Employ WKPZ under the provisions of 28 U.S.C. §§ 1334 and 157. This matter involves the administration of a bankruptcy estate and, thus, is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A). Venue of this proceeding is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

II. Introduction

2. The Debtor filed a voluntary petition under Chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §101 et seq. (the “Code” or the “Bankruptcy Code”) on March 26, 2024 (the “Petition Date”).

III. Relief Requested

3. Subject to approval of this Court, the Debtor has employed WKPZ as of March 26, 2024 pre-petition and seeks approval of employment effective as the Petition Date for the prosecution of this case, as Debtor’s counsel in connection with the prosecution of this case under Chapter 11.

4. Pursuant to Code § 327(a), the Debtor requests that the Court approve the employment of WKPZ as Debtor’s counsel to perform the legal services for the Debtor in this Chapter 11 case.

5. A proposed form of order is submitted with this Motion to Employ WKPZ and is incorporated by reference herein.

IV. Qualifications of WKPZ

6. The Debtor has selected WKPZ because of WKPZ's extensive experience and knowledge in the field of debtor and creditor rights and business reorganizations under Chapter 11 of the Code, and WKPZ's knowledge of the local practice and procedures of this Court. In preparing for entry into this Chapter 11 case, WKPZ has become generally familiar with the business of the Debtor. Accordingly, the Debtor believes that WKPZ has the necessary background to deal effectively with the legal issues that may arise during this Chapter 11 case, and that WKPZ is qualified and able to represent the Debtor in the Chapter 11 case.

V. Services to be Provided by WKPZ

7. The services of WKPZ are necessary to enable the Debtor to execute faithfully the duties of the Debtor as Debtor in Possession and to develop, propose, and confirm a plan of reorganization and/or achieve a successful exit from Chapter 11.

8. Subject to further order of this Court, WKPZ will render, *inter alia*, and without limitation, the following professional services:

(a) advise the Debtor of the rights, powers, duties, and obligations of the Debtor as debtor and debtor-in-possession in this Chapter 11 case;

(b) take all necessary actions to protect and preserve the estates of the Debtor, including the prosecution of actions on the Debtor's behalf, the defense of actions commenced against the Debtor, the negotiation of disputes in which the Debtor are involved, and the preparation of objections with respect to claims that are filed against the estate;

(c) to the extent necessary, assist the Debtor in the investigation of the acts, conduct, assets, and liabilities of the Debtor, and any other matters relevant to the case;

(d) investigate and potentially prosecute preference, fraudulent transfer, and other causes of action arising under the Debtor's avoidance powers and/or which are property of the estate;

(e) prepare on behalf of the Debtor, as debtor-in-possession, all necessary motions, applications, answers, orders, reports, and papers in connection with the

representation of the Debtor and the administration of the estates and this Chapter 11 case;

(f) negotiate, draft, and present on behalf of the Debtor a plan for the reorganization of the Debtor's financial affairs, and the related disclosure statement, and any revisions, amendments, and so forth, relating to the foregoing documents, and all related materials; and

(g) perform all other necessary legal services in connection with this Chapter 11 case and any other bankruptcy-related representation that the Debtor require.

9. WKPZ will not advise the Debtor with respect to nor render opinions regarding tax matters or securities matters.

10. WKPZ will not advise the Debtor with respect to any matters involving the Federal Communications Commission ("FCC").

VI. Disclosure Concerning Conflicts of Interest or Prior Relationships

11. To the best of the Debtor's knowledge, information, and belief, other than as set forth herein and/or in the Carruth Declaration and in connection with this case, WKPZ has no connection with the Debtor's creditors, the United States Trustee, or any other party with an actual or potential interest in this case or any of their respective attorneys or accountants.

12. To the best of the Debtor's knowledge, information, and belief, WKPZ represents no other interest adverse to the Debtor's or the Debtor's estate. The Debtor believes and represents that, to the best of the Debtor's knowledge, WKPZ is a "disinterested person" as that term is defined in Code §101(14).

13. The Debtor submits that the Debtor's employment of WKPZ would be in the best interests of the Debtor, the estate, and all creditors. The Debtor's knowledge, information, and belief regarding the matters set forth herein are based and made in reliance upon the Carruth Declaration.

VII. Payment of Fees and Expenses

14. Subject to the Court's approval, WKPZ will charge for legal services on an hourly basis in accordance with WKPZ's ordinary and customary hourly rates as in effect on the date services are rendered. The current minimum hourly rates for the primary attorney who will be performing substantially all of the services to the Debtor are listed below.

Jeff Carruth, Shareholder:	\$585.00
Other Shareholders	\$525 or less
Associates	\$300 or less
Paralegals:	\$150

These rates may change from time to time in accordance with WKPZ's established billing practices and procedures. Also, notably, WKPZ will not charge for non-working travel time with respect to the representation of the Debtor. Rates may adjust automatically every January in accordance with normal firm and industry practice.

15. Additional attorneys and/or paralegals of WKPZ may perform services from time to time under the employment sought to be approved this Motion to Employ WKPZ.

16. In addition, WKPZ may obtain the assistance of local counsel or appearance counsel to make limited in-person appearances for announcements and other routine matters when necessary (and in the unlikely event that WKPZ is unable to attend an in-person hearing), with any such counsel's fees being passed through to the Debtor with the invoices of WKPZ.

17. WKPZ will maintain detailed, contemporaneous records of time and any actual and necessary expenses incurred in connection with the rendering of the legal services described above by category and nature of the services rendered.

18. In addition to compensation for professional services rendered, WKPZ shall seek reimbursement for reasonable and necessary expenses incurred in connection with this proceeding, including, but not limited to, filing fees, deposition and other transcript costs,

Lexis/Westlaw, PACER and other electronic research, data management and/or download products, mileage and other travel expenses, long distance and fax charges, messenger services, postage and mail-out services, and reproduction costs.¹

19. On March 26, 2024, the Debtor executed and delivered the current, bankruptcy engagement letter to WKPZ.

20. Debtor has made the following payments to WKPZ, and WKPZ has paid the following pre-petition invoices and expenses, as shown in the table below. A total initial retainer in the amount of \$52,000 was agreed, and a balance of \$21,000 remains.

Date	Event	Amount
3/19/2024	deposit / payment	5,000.00
3/25/2024	deposit	4,000.00
3/25/2024	deposit	6,000.00
3/26/2024	deposit	7,500.00
3/26/2024	deposit	8,500.00
	Total pre-pet retainer	31,000.00
3/26/2024	WKPZ inv. 244243	(3,994.50)
3/26/2024	Filing fee	(1,738.00)
	Retainer remaining	25,267.50
	Total retainer agreed	52,000.00
	Retainer balance owed	21,000.00

21. The engagement letter between WKPZ and the Debtor provides that (1) the Debtor will provide a post-petition retainer to WKPZ of \$21,000, and that WKPZ may seek to withdraw if the post-petition retainer is not received, and (2) WKPZ is not obligated to work beyond the ability of HPRN to pay for the services of WKPZ, and that WKPZ may seek to withdraw from the bankruptcy case and/or any other litigation if HPRN is or will be unable to pay for the fees and expenses incurred by WKPZ and/or that may be approved by the bankruptcy court.

¹ The Debtor may undertake direct payment of reproduction and mailing costs associated with these cases in the ordinary course; however, it also possible that WKPZ shall incur such expenses.

VIII. Fee Applications and Interim Payments

22. WKPZ intends to periodically apply to this Court for payment of interim compensation and reimbursement of expenses in accordance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Guidelines promulgated by the Office of the United States Trustee and the local rules and orders of this Court, and pursuant to any additional procedures that may be established by this Court in this case.

IX. Direct Payments to Mail-out Vendor

23. WKPZ also requests that WKPZ be permitted to make direct payments to its mail-out vendor, from the retainer funds on hand, for the costs of copying, postage, and processing related to the voluminous service of notices, orders, pleadings, and other items in this case, as such expenses are incurred and without further notice or order.

24. Such expenses are required to be incurred under the bankruptcy rules. In larger cases, the Debtor often pays these expenses directly through the claims agent and noticing vendor.

25. The burden and necessity of payment substantively are the same in smaller cases, expect that the relative burden to counsel to carry the noticing expenses is much greater, relatively speaking.

26. Accordingly, WKPZ requests the authority to pay these expenses immediately and directly as incurred, without further notice or order of the Court.

27. WKPZ will report the payment of these expenses with each interim and final fee application.

X. Conclusion

28. Debtor believes that the employment of WKPZ will be in the best interest of the estate and, accordingly, Debtor requests that WKPZ be employed as counsel for Debtor.

WHEREFORE, based upon the foregoing, the Debtor respectfully requests that this Court enter an order (a) authorizing the Debtor to retain and employ WKPZ as Debtor's counsel in this Chapter 11 case effective nunc pro tunc to March 26, 2024 (the petition date) pursuant to Code § 327(a), and (b) granting such other and further relief as the Court may deem just and proper.

Dated: April 25, 2024

APPROVED:

HIGH PLAINS RADIO NETWORK, LLC

By: /s/ Monte L. Spearman
Monte L. Spearman, Manager / President

Proposed Counsel to the Debtor and
Debtor in Possession:

WEYCER, KAPLAN, PULASKI & ZUBER, P.C.

Jeff Carruth (SBT #24001846)
2608 Hibernia Street, Suite 105
Dallas, TX 75204
(713) 341-1158
(713) 961-5341 (fax)
E-mail: jcarruth@wkpz.com

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing was served on April 25, 2024 (1) by electronic notice to all ECF users who have appeared in this case to date (2) by regular mail to all parties appearing in the attached address list (i.e. mailing matrix) obtained from the Court's PACER facility, as set forth in the attached lists.

**ANY PARTY REQUESTED A FULL-SIZED COPY OF THIS PLEADING OR COPIES
OF ANY EXHIBITS SHOULD CONTACT THE UNDERSIGNED.**

/s/ Jeff Carruth
JEFF CARRUTH

**MOTION TO EMPLOY WEYCER, KAPLAN, PULASKI & ZUBER, P.C.
AS ATTORNEYS FOR THE DEBTOR — Page 8**

ECF Service List

24-70089-swe11 Notice will be electronically mailed to:

Jeffery D. Carruth on behalf of Debtor High Plains Radio Network, LLC

jcarruth@wkpz.com,

[atty_carruth@trustesolutions.com](mailto:jcarruth@aol.com); carruthjr87698@notify.bestcase.com; ATTY_CARRUTH@bluestylus.com

Paul H. Cross on behalf of Creditor Hanmi Bank

phplease@msn.com

Shanna M. Kaminski on behalf of Interested Party Union Funding Source, Inc.

skaminski@kaminskilawllc.com

Sherrel K. Knighton on behalf of Creditor Malakoff ISD

Sherrel.Knighton@lgbs.com, Dora.Casiano@lgbs.com

[Sean.French@lgbs.com](mailto:Perez@lgbs.com); Eva.Parker@lgbs.com; Alexis.Hall@lgbs.com; Dallas.Bankruptcy@lgbs.com

Julie Anne Parsons on behalf of Creditor Eastland County Appraisal District

jparsons@mvtalvo.com, kalexander@mvtalvo.com; theresa.king@mvtalvo.com; juanie.montalvo@mvtalvo.com

Julie Anne Parsons on behalf of Creditor The County of Henderson, Texas

jparsons@mvtalvo.com, kalexander@mvtalvo.com; theresa.king@mvtalvo.com; juanie.montalvo@mvtalvo.com

Julie Anne Parsons on behalf of Creditor The County of Stephens, Texas

jparsons@mvtalvo.com, kalexander@mvtalvo.com; theresa.king@mvtalvo.com; juanie.montalvo@mvtalvo.com

Scott M. Seidel -SBRA V

scott@scottseidel.com, csms11@trustesolutions.net; susan.seidel@earthlink.net

Dawn Whalen Theiss on behalf of Creditor Small Business Administration

dawn.theiss@usdoj.gov, brooke.lewis@usdoj.gov; CaseView.ECF@usdoj.gov

United States Trustee

ustregion06.da.ecf@usdoj.gov

David Weitman on behalf of Creditor Vertical Bridge REIT, LLC

david.weitman@klgates.com

REGULAR MAIL LIST

SERVICE LIST					Case No. 22-51323	In re: Kuberlaxmi, LLC	UPDATED:	4/15/2024	
Name	Address1	Address2	Address3	City	State	Zip	Email	Method of Service / Comment	
BMI	PO Box 630893			Cincinnati	OH	45263-0893		Regular Mail	
Bryn Mawr Equipment Finance Inc.	801 Lancaster Avenue			Bryn Mawr	PA	19010-3305		Regular Mail	
Channel Partners Capital LLC	Attn: Legal Department	1111 E College Drive	Suite 200	Marshall	MN	56258-1968		Regular Mail	
City of Altus	509 S Main St			Altus	OK	73521-3135		Regular Mail	
City of Hereford	PO Box 2277			Hereford	TX	79045-2277		Regular Mail	
City of Plainview	202 W 5th			Plainview	TX	79072-8232		Regular Mail	
City of Vernon	1725 Willbarger St			Vernon	TX	76384-4741		Regular Mail	
Crest Capitol	PO Box 89233			Atlanta	GA	30356-8233		Regular Mail	
CT Corp. Sys.	Attn: SPRS-	330 N Brand Blvd		Glendale	CA	91203-2308		Regular Mail	
Eastland County Appraisal District	c/o Julie Parsons	McCreary, Veselka, Bragg & Allen, PC	P.O. Box 1269	Round Rock	TX	78680-1269	[parsons@mvbalaw.com]	NOA-ECF	
Energy Utility	PO Box 8105			Baton Rouge	LA	70891-8105		Regular Mail	
Federal Communications Com.	45 L Street NE			Washington	DC	20554-0001		Regular Mail	
Financial Agent Services	PO Box 2576			Springfield	IL	62708-2576		Regular Mail	
First State Bank Athens	PO Box 471			Athens	TX	75751-0471		Regular Mail	
Global Music Rights	1801 W Olympic Blvd			Pasadena	CA	91199-2280		Regular Mail	
Hannifin Bank	5403 Olympic Dr. #200			Gig Harbor	WA	98335-1853		NOA-ECF	
Hannifin Bank	1107 E Pioneer Parkway			Arlington	TX	76010-5866		NOA-ECF	
Hannifin Bank	Attn: Paul Cross Esq.	11300 N. Central Expressway Ste. 604		Dallas	TX	75243	[phclease@msh.com]	NOA-ECF	
Hansens LaPorte	14201 Memorial Dr			Houston	TX	77079-6731		Regular Mail	
High Plains Radio Network, LLC	PO Box 1419			Vernon	TX	76385-1419		Regular Mail	
Hitachi Capital America Corp.	7808 Creekridge Circle	Suite 250		Edina	MN	55439-2647		Regular Mail	
Internal Revenue Service	Centralized Insolvency Operation	PO Box 7317		Philadelphia	PA	19101-7317		Regular Mail	
Jeffery D. Carruth	Weycer Kaplan Pulaski & Zuber, P.C.	2608 Hibernia	Suite 105	Dallas	TX	75204-2514	[fcarruth@wkpz.com]	Regular Mail	
Liberty Mutual Insurance	175 Berkeley Street			Boston	MA	02116-3350		Regular Mail	
Lifefund Solutions	99 Wall St #2613			New York	NY	10005-2601		Regular Mail	
Malakoff ISD	Unebarger Goggin Blair & Sampson, LLP	c/o Sherrel K Knighton	2777 N Stemmons Fwy, Ste. 1000	Dallas	TX	75207-2328	[Sherrel.Knighton@lgsb.com]	NOA-ECF	
Marlin Leasing Corp	300 Fellowship Rd			Mount Laurel	NJ	08054-1727		Regular Mail	
Media Facilities	1740 Dell Range Blvd. #418			Cheyenne	WY	82009-4961		Regular Mail	
Meridian	367 Eagleview Blvd.			Exton	PA	19341-1156		Regular Mail	
Meridian Equipment Finance LLC	9 Old Lincoln Highway			Malvern	PA	19355-2551		Regular Mail	
Midland States Bank	1801 Park 270 Drive	Suite 200		St. Louis	MO	63146-4022		Regular Mail	
Mitsubishi HC	7201 Metro Blvd, Ste 800			Edina	MN	55439-1333		Regular Mail	
Mitsubishi HC	c/o Jason Sellers	825 Nicollet Mall, Ste 1648		Minneapolis	MN	55400		Regular Mail	
Monte Spearman	4837 Silverwood Dr.			Johnstown	CO	80534		Direct email	
Monte Spearman	PO Box 3649			Palestine	TX	75802		Regular Mail	
New Lane Fin, B-M	301 Lancaster Ave			Bryn Mawr	PA	19010-3305		Regular Mail	
North Arkansas Electric	PO Box 1000			Salem	AR	72576-1000		Regular Mail	
Optimum Telephone	1111 Stewart Ave.			Bethpage	NY	11714-3581		Regular Mail	
Pawnex	3801 Automation Way #207			Ft Collins	CO	80525-5735		Regular Mail	
SBA Covid-19 Disaster Loan	PO Box 3918			Portland	OR	97208-3918		NOA-ECF	
Scott M. Seidel -SRA V	Seidel Law Firm	6505 West Park Blvd	Suite 306	Piano	TX	75093-6212	[scott@scottseidel.com]	NOA-ECF	
SecureNet	101 N Federal HWY Ste 601			Boca Raton	FL	33432-3969		Regular Mail	
SE SAC	PO Box 5246			New York	NY	10008-5246		Regular Mail	
Summit	4680 Parkway Dr #300			Mason	OH	45040-7979		Regular Mail	
Summit Natural Gas	PO Box 676358			Dallas	TX	75267-6358		Regular Mail	
Texas Comptroller	Rev Acct Div - Bankruptcy Section	PO Box 13528		Austin	TX	78711-3528		Regular Mail	
The County of Henderson, Texas	c/o Julie Anne Parsons	McCreary Veselka Bragg & Allen, P.C.	P.O. Box 1269	Round Rock	TX	78680-1269	[parsons@mvbalaw.com]	NOA-ECF	
The County of Stephens, Texas	c/o Julie Anne Parsons	McCreary Veselka Bragg & Allen, P.C.	P.O. Box 1269	Round Rock	TX	78680-1269	[parsons@mvbalaw.com]	NOA-ECF	
The Fundworks	299 S. Main St. #1300			Salt Lake City	UT	84111-2241		Regular Mail	
Turbo Capital	2308 N Market St			Wilmington	DE	19802-4230		Regular Mail	
TXU Utility	PO Box 650632			Dallas	TX	75265-0638		Regular Mail	
U.S. Bank Equipment Finance	1310 Madrid Street			Marshall	MN	56258-4099		Regular Mail	
U.S. Small Business Administration	1545 Hawkins Blvd Ste 202			El Paso	TX	79925-2654		NOA-ECF	
U.S. Small Business Administration	c/o Dawn Whalen Thelss	1100 Commerce St Ste 300		Dallas	TX	75242	[dawn.thelss@usda.gov]	NOA-ECF	
UnitedFirst LLC	2999 NE 191st St			Miami	FL	33180-3123		Regular Mail	
UnitedFunding	1835 E Hollendale Beach BLVD			Hollandale Beach	FL	33009-4619		NOA-ECF	
UnitedFunding	Shanna M. Kaminski	Kaminski Law, PLLC	P.O. Box 247	Grass Lake	MI	49240	[skaminski@kaminskilawllc.com]	NOA-ECF	

United States Trustee	1100 Commerce Street	Room 976		Dallas	TX	75242-0996	erin.schmidt2@usdoj.gov	NOA-ECF
Verizon Cell Phone	PO Box 660108			Dallas	TX	75266-0108		Regular Mail
Vertical Bridge REIT LLC	750 Park of Commerce Dr #200			Boca Raton	FL	33497-3650		NOA-ECF
Vertical Bridge REIT LLC	Brandy A. Sargent	K&L Gates	One SW Columbia St., Ste 1900	Portland	OR	97204	brandy.sargent@klgates.com	NOA-ECF
Vertical Bridge REIT LLC	David Weltman	K&L Gates	1717 Main Street Suite 2800	Dallas	TX	75201	david.weltman@klgates.com	NOA-ECF
Xcel Energy	Attn Bankruptcy Department	Po Box 9477		Minneapolis	MN	55484-0001		Regular Mail
Zula Com	PO Box 3649			Palestine	TX	75802-3649		direct email

**MOTION TO EMPLOY WEYCER, KAPLAN, PULASKI & ZUBER, P.C.
AS ATTORNEYS FOR THE DEBTOR — Page 2**

motion employ WKZP 4890-0349-7650 v.5.docx[3]/4857-5070-2777, v. 1

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

IN RE: §
HIGH PLAINS RADIO NETWORK, § **CASE NO. 24-70089-swe11V**
LLC, §
DEBTOR. §

**DECLARATION OF JEFF CARRUTH IN SUPPORT OF MOTION TO
EMPLOY WEYKER, KAPLAN, PULASKI & ZUBER, P.C. AS
ATTORNEYS FOR THE DEBTOR**

Pursuant to 28 U.S.C. § 1746, Jeff Carruth, hereby declares the following under penalty of perjury of the laws of the United States that the following statements are true and correct.

1. My name is Jeff Carruth. I am more than twenty-one (21) years of age and am competent and authorized to make this declaration. I have personal knowledge of the facts set forth herein and they are true and correct.

2. I have been licensed to practice law in the State of Texas since 1997. I am admitted to practice law and am in good standing in multiple jurisdictions including all of the federal district courts in Texas, Oklahoma, and Arkansas as well as at least the following districts and courts: the District of Colorado, the Central District of Illinois, and the Fifth Circuit Court of Appeals. I also hold ECF filing privileges in the bankruptcy courts of at least one dozen other districts.

3. I am an attorney with the law firm of Weycer, Kaplan, Pulaski & Zuber, P.C. (“WKPZ”). I and WKPZ have been requested by the above-captioned debtor and debtor in possession (the “Debtor”) to represent it in this Chapter 11 case.

4. This declaration was prepared and is being submitted as an exhibit to the *Motion to Employ Weycer, Kaplan, Pulaski & Zuber, P.C. as Attorneys for the Debtor* (the “Motion to Employ WKPZ”). I have read the Motion to Employ WKPZ and WKPZ agrees to the terms of employment set forth therein.

5. The above-captioned Debtor desires to employ WKPZ to provide general legal services as needed throughout the course of this case. The legal services that WKPZ will render to the Debtor may be summarized as follows:

(a) advise the Debtor of the rights, powers, duties, and obligations of the Debtor as debtor and debtor-in-possession in this Chapter 11 case;

(b) take all necessary actions to protect and preserve the estates of the Debtor, including the prosecution of actions on the Debtor's behalf, the defense of actions commenced against the Debtor, the negotiation of disputes in which the Debtor are involved, and the preparation of objections with respect to claims that are filed against the estate;

(c) to the extent necessary, assist the Debtor in the investigation of the acts, conduct, assets, and liabilities of the Debtor, and any other matters relevant to the case;

(d) investigate and potentially prosecute preference, fraudulent transfer, and other causes of action arising under the Debtor's avoidance powers and/or which are property of the estate;

(e) prepare on behalf of the Debtor, as debtor-in-possession, all necessary motions, applications, answers, orders, reports, and papers in connection with the representation of the Debtor and the administration of the estates and this Chapter 11 case;

(f) negotiate, draft, and present on behalf of the Debtor a plan for the reorganization of the Debtor's financial affairs, and the related disclosure statement, and any revisions, amendments, and so forth, relating to the foregoing documents, and all related materials; and

(g) perform all other necessary legal services in connection with this Chapter 11 case and any other bankruptcy-related representation that the Debtor require.

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7. WKPZ will not advise the Debtor with respect to any matters involving the Federal Communications Commission ("FCC").

8. Subject to the Court's approval, WKPZ will charge the Debtor for legal services on an hourly basis in accordance with the ordinary and customary hourly rates of WKPZ that are in effect on the date services are rendered.

9. The current minimum hourly billing rates for the attorney who will be providing substantially all of the services to the Debtor in this case are as follows.

Jeff Carruth, Shareholder:	\$585.00
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10. In addition to compensation for professional services rendered, WKPZ shall seek reimbursement for reasonable and necessary expenses incurred in connection with this proceeding, including, but not limited to, filing fees, deposition and other transcript costs,

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11. Also, notably, WKPZ will not charge for non-working travel time with respect to the representation of the Debtor.

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13. On March 26, 2024, the Debtor executed and delivered the current, bankruptcy engagement letter to WKPZ.

14. Debtor has made the following payments to WKPZ, and WKPZ has paid the following pre-petition invoices and expenses, as shown in the table below. A total initial retainer in the amount of \$52,000 was agreed, and a balance of \$21,000 remains.

15. The engagement letter between WKPZ and the Debtor provides that (1) the Debtor will provide a post-petition retainer to WKPZ of \$21,000, and that WKPZ may seek to withdraw if the post-petition retainer is not received, and (2) WKPZ is not obligated to work beyond the ability of HPRN to pay for the services of WKPZ, and that WKPZ may seek to withdraw from the bankruptcy case and/or any other litigation if HPRN is or will be unable to pay for the fees and expenses incurred by WKPZ and/or that may be approved by the bankruptcy court.

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	Retainer remaining	25,267.50
	Total retainer agreed	52,000.00
	Retainer balance owed	21,000.00

¹ The Debtor may undertake direct payment of reproduction and mailing costs associated with these cases in the ordinary course; however, it also possible that WKPZ shall incur such expenses.

16. WKPZ may request additional, post-petition retainer s from the Debtor and/or an insider of the Debtor depending on the circumstances which may arise in this case and only in the event that such retainers would not cause WKPZ to lose its disinterested status in this matter.

17. WKPZ understands that compensation for services rendered to the Debtor and reimbursement of expenses will be subject to interim and final allowance by this Court pursuant to a fee Motion to Employ WKPZ to be filed by WKPZ.

18. I have reviewed the records of WKPZ to determine the existence of any interest held or represented by WKPZ that is adverse to the Debtor's estate or the Debtor's creditors. Based on that review, I am informed and believe that:

(a) WKPZ is not and was not a creditor of the Debtor in this case and is not and was not an equity security holder or an insider of the Debtor;

(b) within two years before the Petition Date, no one at WKPZ was a director, officer, or employee of the Debtor;

(c) WKPZ does not have an interest materially adverse to the interest of the estate or any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtor, or for any other reason.

19. Based on that review, WKPZ does not have any relationship to or connection with or interest in (i) the United States Trustee or any person employed by the office of the United States Trustee or (ii) any attorneys, accountants, financial consultants, and investment bankers who represent or may represent claimants or other parties in interest in this case.

20. Except as provided below, WKPZ does not represent any creditors or other parties-in-interest in this case.

21. To the best of the Debtor's knowledge, information, and belief, other than as set forth in the Carruth Declaration and in connection with this case, WKPZ has no connection with the Debtor's creditors, the United States Trustee, or any other party with an actual or potential interest in this case or any of their respective attorneys or accountants.

22. Consistent with its professional responsibility, WKPZ has evaluated potential conflicts of interest and believes that none exist, except as disclosed herein. If, and when, additional information with respect to any other relationships which may exist between WKPZ, its shareholders, principals, and staff members and the Debtor or any other party in interest in this case arises, supplemental declarations describing such information shall be filed with the Court.

23. Accordingly, except as set forth herein, and based upon the information available to me, neither I, WKPZ, nor any shareholder or associate thereof, insofar as I have been able to ascertain, holds or represents any interest adverse to the Debtor or the Debtor's estate in the

matters upon which WKPZ is to be employed. Based upon the information available to me, I believe that WKPZ is a “disinterested person” as that term is defined in Code §101(14).

24. No promises have been received by WKPZ, or by any employee thereof, to receive compensation in this case other than in accordance with the provisions of the Bankruptcy Code, the Bankruptcy Rules of Procedure, and the Local Bankruptcy Rules. No one employed at WKPZ has agreed to share compensation received in this case with any other person or entity not a member or regular associate of WKPZ.

25. Carrying noticing and mailing expenses in this case until approval of an interim for final fee application would impose an undue and unnecessary hardship on WKPZ. Accordingly, WKPZ requests the authority to pay these expenses immediately and directly as incurred, without further notice or order of the Court.

FUTHER DECLARANT SAYETH NOT

DATED: April 25, 2024

Respectfully Submitted:

WEYCER, KAPLAN, PULASKI & ZUBER, P.C.

By: /s/ Jeff Carruth

JEFF CARRUTH
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PROPOSED ATTORNEYS FOR
HIGH PLAINS RADIO NETWORK, LLC
DEBTOR

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

IN RE: §
§
**HIGH PLAINS RADIO NETWORK,
LLC,** § CASE NO. 24-70089-swe11V
§
§
DEBTOR. §

**ORDER GRANTING MOTION TO EMPLOY WEYKER, KAPLAN,
PULASKI & ZUBER, P.C. AS ATTORNEYS FOR THE DEBTOR (RE:
DOCKET NO. 57)**

On this day came on for consideration the *Motion to Employ Weycer, Kaplan, Pulaski & Zuber, P.C.* (Docket No. 57) (the “Motion to Employ WKPZ”) of HIGH PLAINS RADIO NETWORK, LLC, debtor and debtor in possession (the “Debtor”), filed on April 25, 2024 in the above-styled and numbered case(s), seeking approval of the employment of the firm of Weycer, Kaplan, Pulaski, & Zuber, P.C. (“WKPZ”) as counsel for the Debtor as more particularly set forth in the Motion to Employ WKPZ and Declaration on file in this case.

The Court finds that the Motion to Employ WKPZ contained the appropriate notice and was served upon the parties contained within the Master Service List of the Debtor. No objections to the Motion to Employ WKPZ were filed. Upon review of the Motion to Employ WKPZ, it appears to the Court that the proposed professional is “disinterested” as that term is defined in Code §101(14) and that the proposed professional represents or holds no interest adverse to the Debtor.

**ORDER GRANTING MOTION TO EMPLOY WEYKER, KAPLAN, PULASKI & ZUBER, P.C.
AS ATTORNEYS FOR THE DEBTOR (RE: DOCKET NO. 57) — Page 1**

IT IS THEREFORE ORDERED THAT

1. The Motion to Employ WKPZ is GRANTED and that the Debtor is authorized to employ WKPZ as attorneys to the Debtor and the related Chapter 11 estate(s) pursuant to 11 U.S.C. § 327(a), *nunc pro tunc* and effective as of March 26, 2024, the Petition Date, as set forth in the Motion to Employ WKPZ, with all fees payable with such compensation as may be awarded by the Court upon proper motion or application.
2. WKPZ may directly pay from funds supplied by the Debtor the vendor invoices for mail out services (copying, postage processing, etc.) without further notice or order, provided that such payments are disclosed in the interim and/or final fee applications of WKPZ.

###END OF ORDER###

Submitted by:

WEYCER, KAPLAN, PULASKI & ZUBER, P.C.

By: /s/ Jeff Carruth

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PROPOSED ATTORNEYS FOR
HIGH PLAINS RADIO NETWORK, LLC,
DEBTOR AND DEBTOR IN POSSESSION

**ORDER GRANTING MOTION TO EMPLOY WEYCER, KAPLAN, PULASKI & ZUBER, P.C.
AS ATTORNEYS FOR THE DEBTOR (RE: DOCKET NO. 57) — Page 2**